

Attorney's Docket No. 018360/291659

PATENT

RECEIVED
CENTRAL FAX CENTER

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

SEP 02 2005

In re: Gill, et al.

Appl No.: 09/939,206

Filed: 08/24/2001

For: Freight Rate Manager

Confirmation No.: 3572

Group Art Unit: 3629

STATEMENT UNDER 37 CFR 3.73(b)

United Parcel Service of America, Inc. is:

1. the assignee of the entire right, title, and interest; or
2. an assignee of an undivided part interest

in the patent identified above by virtue of:

- A. An assignment from the inventor(s) of the patent application/patent identified above. A copy of said assignment that is being recorded separately is attached hereto.
- B. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel , Frame .
- C. A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From: James M. Gill,
Antony A. Awaida, and
Ian J.H. Williams

To: Xporta, Inc.

The document was recorded in the Patent and Trademark Office at
Reel 012439, Frame 0901, or for which a copy thereof is attached.

2. From: Xporta, Inc. To: Sherwood Partners, Inc.
The document was recorded in the Patent and Trademark Office at
Reel , Frame , or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.
 Copies of assignments or other documents in the chain of title are attached.

3. From: Sherwood Partners, Inc. To: UPS Supply Chain Solutions, Inc.
The document was recorded in the Patent and Trademark Office at
Reel , Frame , or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.
 Copies of assignments or other documents in the chain of title are attached.

ATL01/11961943v2

PAGE 5/29 * RCVD AT 9/2/2005 3:06:44 PM [Eastern Daylight Time] * SVR:USPTO-EFXRF-6/31 * DNIS:2738300 * CSID:4048817777 * DURATION (mm:ss):04:14

BEST AVAILABLE COPY

4. From: UPS Supply Chain Solutions, Inc. To: United Parcel Service of America, Inc.
The document was recorded in the Patent and Trademark Office at
Reel , Frame , or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.
 Copies of assignments or other documents in the chain of title are attached.

The undersigned is empowered to sign this statement on behalf of the assignee.

2 September 2005

Date

Jeffrey E. Young, Registration No. 28,490



RECEIVED
CENTRAL FAX CENTER

SEP 02 2005

POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby appoint:

Alston & Bird LLP

Practitioners associated with the Customer Number: 00826

OR

Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) and are authorized to act on behalf of the Assignee in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

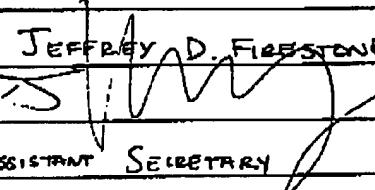
Assignee Name and Address:

United Parcel Service of America, Inc.
55 Glenlake Parkway, NE
Atlanta, GA 30328

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Name JEFFREY D. FIRESTONESignature Date FEBRUARY 10, 2005Title ASSISTANT SECRETARYTelephone 404.828.8431

BmH 5869



MARCH 05, 2002

PTAS

Under Secretary of Commerce For Intellectual Property and
 Director of the United States Patent and Trademark Office
 Washington, DC 20231
 www.uspto.gov

FENWICK & WEST LLP
 BRIAN M. HOFFMAN, ESQ.
 TWO PALO ALTO SQUARE
 PALO ALTO, CA 94306

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UNITED STATES PATENT AND TRADEMARK OFFICE
 NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/07/2002

REEL/FRAME: 012439/0901
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNEE'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNEE:

GILL, JAMES M.

DOC DATE: 11/15/2001

ASSIGNEE:

AWAIDA, ANTONY A.

DOC DATE: 11/15/2001

ASSIGNEE:

WILLIAMS, IAN J.H.

DOC DATE: 11/15/2001

ASSIGNEE:

XPORTA, INC.
 275 SARATOGA AVENUE
 SUITE 260
 SANTA CLARA, CALIFORNIA 95050-6667

SERIAL NUMBER: 09939206
 PATENT NUMBER:

FILING DATE: 08/24/2001
 ISSUE DATE:

012439/0901 PAGE 2

SHARON LATIMER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

Form PTO-1595

(Rev. 03/01) (modified)

OMB No. 0651-0027 (exp 5/31/2002)

RE



IEET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent And Trademark Office

101945156

To the Honorable Commissioner For Patents: Please record the attached original documents or copy thereof:

1. Name of conveying party(ies):

James M. Gill, Antony A. Awaida, Ian J. H. Williams

Additional name(s) of conveying party(ies) attached?

 Yes No

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: November 15, 2001

2. Name and address of receiving party(ies): RECEIVED

Name: Xporta, Inc. CENTRAL FAX CENTER
SEP 02 2005

Internal Address: Suite 260

Street Address: 275 Saratoga Avenue

City: Santa Clara

State: CA Zip: 95050-6667

Additional name(s) & address(es) attached?

 Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: Nov 15, 2001

A. Patent Application No.(s):

09/939,206

B. Patent No.(s):

JAN - 7 2002

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian M. Hoffman, Esq.
 Internal Address: Fenwick & West LLP
 Street Address: Two Palo Alto Square
 City: Palo Alto State: CA Zip Code: 94306

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41): \$40.00

Check Enclosed
 Fee Transmittal Enclosed
 Charge the indicated fees to the below mentioned deposit account.

8. Deposit Account No.:

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian M. Hoffman, Reg. No. 39,713

Name of Person Signing

Signature

November 16, 2001

Date

Total number of pages including cover sheet, attachments, documents: [4]

Mail documents to be recorded with required cover sheet information to: Box Assignment, Commissioner For Patents and Trademarks, Washington, D.C. 20231
 Case Docket No.: 22725-05869

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to Xporta, Inc., a Delaware corporation, having a place of business at 275 Saratoga Avenue, Santa Clara, California 95050-6667, ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled FREIGHT RATE MANAGER ("APPLICATION"), which:

is to be filed herewith
 was filed on August 24, 2001,
now bearing U.S. application number 09/939,206; and

2. The entire worldwide right, title, and interest in and to:

(a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), (c) and (d) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

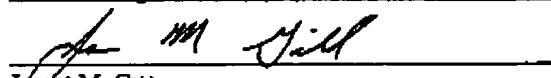
INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

PATENT

Title of Document: ASSIGNMENT

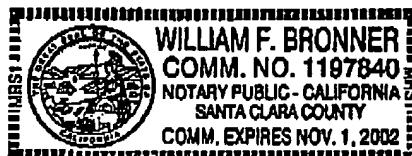
Re:
 Title: FREIGHT RATE MANAGER
 Filed: August 24, 2001
 Application No.: 09/939,206

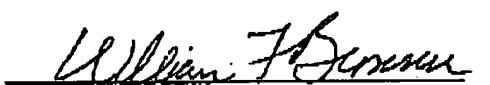
Name and Signature	Date of Signature	Date Declaration Executed By This Person
	15 Nov 2001	15 Nov 2001
JAMES M. GILL		

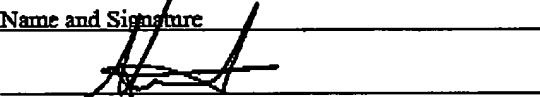
State of CALIFORNIA } S.S.
 County of SANTA CLARA }

On 15th NOVEMBER 2001 before me, WILLIAM F. BRONNER personally
 [DATE] NOTARY PUBLIC
 appeared James M. Gill personally known to me or proved to me on the basis of satisfactory evidence to
 be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the
 same in her/his authorized capacity, and that by her/his signature on the instrument the person, or the entity upon
 behalf of which the person acted, executed the instrument.

Notary Seal



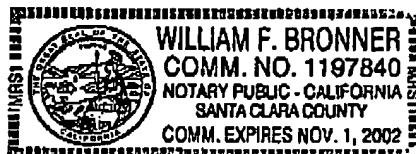

 William F. Bronner
 Notary
 William F. Bronner

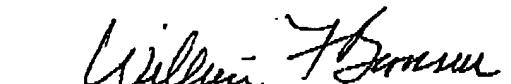
Name and Signature 
 ANTONY A. AWAIDA

State of CALIFORNIA } S.S.
 County of SANTA CLARA }

On 15th NOVEMBER 2001 before me, WILLIAM F. BRONNER NOTARY PUBLIC personally
 [DATE] NOTARY PUBLIC
 appeared Antony A. Awaida personally known to me or proved to me on the basis of satisfactory
 evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he
 executed the same in her/his authorized capacity, and that by her/his signature on the instrument the person, or
 the entity upon behalf of which the person acted, executed the instrument.

Notary Seal




 William F. Bronner
 Notary
 William F. BRONNER

PATENT

Title of Document: ASSIGNMENT

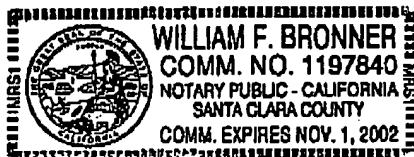
Re:
 Title: FREIGHT RATE MANAGER
 Filed: August 24, 2001
 Application No.: 09/939,206

Name and Signature	Date of Signature	Date Declaration Executed By This Person
<u>Ian J. H. Williams</u>	<u>11/15/2001</u>	<u>11/15/2001</u>

State of CALIFORNIA } S.S.
 County of SANTA CLARA }

On 15th NOVEMBER 2001 before me, WILLIAM F. BRONNER ^{NOTARY PUBLIC} personally
 [DATE] [NOTARY PUBLIC]
 appeared Ian J. H. Williams personally known to me or proved to me on the basis of satisfactory evidence
 to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed
 the same in her/his authorized capacity, and that by her/his signature on the instrument the person, or the entity
 upon behalf of which the person acted, executed the instrument.

Notary Seal

William F. BronnerNotary
William F. Bronner

GENERAL ASSIGNMENT

This Assignment is made as of the 26th day of January 2005, by XPORTA, Inc., a California Corporation with offices at 275 Saratoga Avenue, Santa Clara, California 95050, hereinafter referred to as "Assignor", to Sherwood Partners, Inc., hereinafter referred to as "Assignee".

WITNESSETH: That Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture, fixtures, accounts, books, cash on hand, cash in bank, deposits, patents; copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing or other Governmental agency.

Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorneys.

Assignee is also authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor, software and source code (and software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets (collectively, "Intellectual Property")). Assignor represents and warrants that its officers, directors, shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer (other than pursuant to this General Assignment) of any of the assets of Assignor, including without limitation the Intellectual Property, either prior or subsequent to this General Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or otherwise may constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants that no asset (including, without limitation, the Intellectual Property) has been transferred, used, or removed, in whole or in part, in a manner that interferes with the rights and interests of a third party(ies) in such asset or otherwise may constitute a breach of any contract with such third party(ies).

Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

Postal Annex+ 457

925 556 2509

P.5

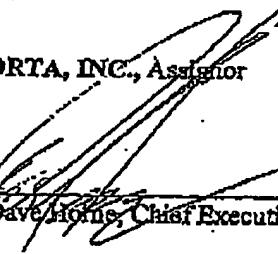
This Assignment agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Assignor's Federal Tax ID. Number:

Federal # 77-0519746

XPORTA, INC., Assignor

By: 
Its: Dave Morris, Chief Executive Officer

SHERWOOD PARTNERS, INC., Assignee

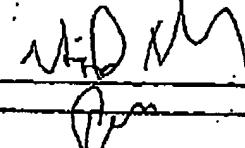
By: 
Its: 

EXHIBIT 9.2(b)

Intellectual Property Assignment

IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (the "Agreement") is made as of February 3, 2005 (the "Closing Date") by and between Sherwood Partners, Inc., a California corporation, in its sole and limited capacity as Assignee for the Benefit of Creditors ("Seller") of the Company (as defined below), on the one hand, and UPS Supply Chain Solutions, Inc., a Delaware corporation ("UPS" or "Buyer"), on the other hand.

RECITALS

WHEREAS, by resolution of each of the board of directors of Xporta, Inc., a California corporation (the "Company"), as memorialized in the duly executed minutes of the Company, the Company (the "Assignor") transferred ownership of all its right, title and interest in and to substantially all of its tangible and intangible assets to Seller and in so doing has also designated Seller to act, pursuant to California law, as the Assignee for the Benefit of Creditors of Assignor;

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement dated as of the Closing Date (the "Purchase Agreement"). Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings ascribed to them in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Seller wishes to assign all of Seller's right, title and interest in and to the Intellectual Property contained in the Purchased Assets including, but not limited to, the Xporta Software, Documentation and other Intellectual Property identified on Exhibit A attached hereto (collectively, the "Assigned Rights"), to Buyer, and Buyer wishes to accept such assignment, on the terms and conditions set forth herein and in the Purchase Agreement.

AGREEMENT

Now, THEREFORE, for and in consideration of the foregoing and of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties, agreeing to be legally bound, agree as follows:

1. Assignment of Assigned Rights. Seller does hereby grant, bargain, transfer, sell, assign and convey to Buyer, subject to the provisions of the Purchase Agreement, all of Seller's right, title and interest, if any, in and to the Assigned Rights, and all goodwill of the business represented thereby, and Buyer does hereby accept such assignment, all on, and subject to, the terms and conditions as set forth herein and in the Purchase Agreement. The foregoing assignment, subject to the terms and conditions contained in the Purchase Agreement, includes, but is not limited to, (a) all improvements and inventions disclosed in the Assigned Rights throughout the world, and, for any patents therein, all divisions, reexaminations, reissues, substitutions, continuations, continuations-in-part and extensions thereof, including the right to file applications and obtain patents, utility models, industrial models and designs for said inventions and improvements in Buyer's own name throughout the world including all rights of priority,

[IMPAGR1489853.1 8/1/04 (11:03 PM)]

all rights to publish cautionary notices reserving ownership of said inventions and all rights to register said inventions in appropriate registries; (b) all worldwide copyrights contained in the Assigned Rights; (c) all goodwill contained in the Assigned Rights; and (d) Seller's right to sue for and remedies against past, present and future infringements of any or all of the foregoing and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide. Notwithstanding any provision in this Agreement, nothing contained herein is intended to provide Buyer with intellectual property rights that are in any way greater than those that Buyer is to acquire pursuant to the Purchase Agreement.

2. Rights Conferred. Nothing contained in this Agreement is intended to provide any right or remedy to any person or entity, other than to Buyer.

3. Purchase Agreement. This Agreement shall not be deemed to supersede or modify any of the provisions of the Purchase Agreement, and the representations and warranties contained in the Purchase Agreement are incorporated by reference herein and made a part hereof as if fully set forth herein. In the event of any conflict between this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

4. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Choice of Law. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California without reference to conflict of laws principles.

6. Notices. All notices or other communications given under this Agreement shall be given in accordance with Section 11.2 of the Purchase Agreement.

7. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date and year first above written.

BUYER:

UPS Supply Chain Solutions, Inc.

By: Robert E. Stoffel
Name: Robert E. Stoffel VD
Title: President

SELLER:

Sherwood Partners, Inc., a California corporation, in its sole and limited capacity as assignee for the benefit of the creditors of Xporta Software, Inc.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date and year first above written.

BUYER:

UPS Supply Chain Solutions, Inc.

By: _____
Name: _____
Title: _____

SELLER:

Sherwood Partners, Inc., a California corporation, in its sole and limited capacity as assignee for the benefit of the creditors of Xporta Software, Inc.

By: 
Name: Michael A. Mooney
Title: president

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Sep-02-2005 03:06pm From-ALSTON AND BIRD

4048817777

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Item No.	Item
b.	<p>Title: Freight Rate Manager</p> <p>Inventors: Jim Gill, Antony Awaida and Ian Williams</p> <p>Status: App. No. 09/939,206 Continuation-in-part of 09/573,583, filed August 24, 2001. Assigned to company.</p>
c.	<p>Title: System and Method for Calculating Real-time Costing Information</p> <p>Inventors: Antony Awaida and Nathan Arroyo</p> <p>Status: App. No. 09/991,428 Continuation-in-part of 09/939,206 and 09/573,583. Assigned to company.</p>
6.	<p>Intellectual Property. All of Seller's right, title and interest in and to the Intellectual Property (defined below) owned by Assignor immediately prior to Assignor's execution of the General Assignment (the "Xporta IP"). The Xporta IP includes, but is not limited to, all Intellectual Property rights underlying the Xporta Software and the Documentation.</p> <p>"Intellectual Property" means any or all of the following and all rights, arising out of or associated therewith: (i) all U.S., international and foreign patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (ii) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology, computer software, technical data and customer lists, and all documentation relating to any of the foregoing throughout the world; (iii) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto throughout the world; (iv) all industrial designs and any registrations and applications therefor throughout the world; (v) all databases and data collections and all rights therein throughout the world; (vi) all moral and economic rights of authors and inventors, however denominated, throughout the world; and (vii) any similar or equivalent rights to any of the foregoing anywhere in the world.</p>
7.	Miscellaneous
a.	All intermediate files generated during the content development process. This includes prepared, pretagged, post tagged, post parsed, and standard loader formats.

ASSIGNMENT

THIS ASSIGNMENT, made by **UPS SUPPLY CHAIN SOLUTIONS, INC.**, a corporation of the state of Georgia, having its principal place of business at 12380 Morris Road, Alpharetta, Georgia 30005, hereinafter referred to as Assignor;

WITNESSETH: That,

WHEREAS, as shown by the records of the United States Patent and Trademark Office, Assignor has previously acquired all right, title, and interest in and to the United States patent and/or patent applications identified as:

U.S. Patent Application No. 09/939,206, entitled "FREIGHT RATE MANAGER", filed on August 24, 2001,

and in and to all corresponding patents and/or patent applications worldwide, and in and to the inventions represented thereby (all hereinafter referred to as the "Patents"); and,

WHEREAS **UNITED PARCEL SERVICE OF AMERICA, INC.**, a corporation of the state of Delaware, having its principal place of business at 55 Glenlake Parkway, N.E., Atlanta, Georgia 30328, hereinafter referred to as Assignee, is desirous of acquiring the entire right, title, and interest in and to said Patents and in and to the inventions represented thereby; and

WHEREAS, the parties have agreed to the Assignment hereinafter set forth;

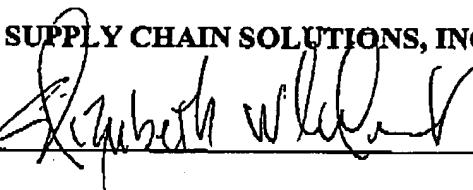
NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the above Assignor has sold and by these presents does hereby sell, assign, transfer, and convey unto the said Assignee, its successors and assigns, its entire right, title, and interest in and to said Patents and the inventions represented thereby, and any and all continuations, continuations-in-part, or divisions thereof, and any and all Letters Patent or reissues, reexaminations, or extensions thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim priority in all foreign countries in accordance with the International Convention; all rights corresponding to said Patents in foreign countries throughout the world; and all of its rights to sue for past infringement of said Patents worldwide, together with all claims for damage by reason of past infringement of said Patents, with the right to sue for, and collect the same for Assignee's own use and enjoyment; all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

From time to time after the date hereof, at the request of either party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

The Assignor further covenants and agrees that, at the time of the execution and delivery of these presents, it possesses full title to the inventions and Patents thereon as earlier identified, and that it has the unencumbered right and authority to make this assignment.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed this 13 day of July, 2005.

UPS SUPPLY CHAIN SOLUTIONS, INC.

By:  (SEAL)

Its: Assistant Secretary

STATE OF Georgia)

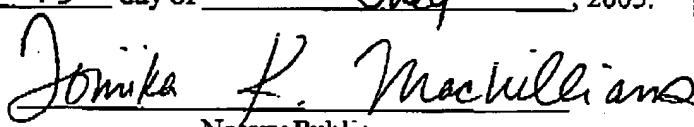
COUNTY OF Fulton)

Elizabeth W.
Colvert

I, TOMIKA K. MacWILLIAMS, a Notary Public for said County and State, do hereby certify that, personally came before me this day and acknowledged that he is Assistant Secretary of UPS SUPPLY CHAIN SOLUTIONS, INC. and acknowledged, on behalf of UPS SUPPLY CHAIN SOLUTIONS, INC., the due execution of the foregoing instrument.

Witness my hand and official seal, this the 13 day of July, 2005.

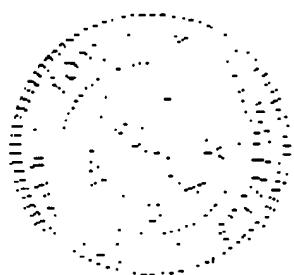
(Official Seal)


Notary Public

My commission expires: March 18, 2008

TOMIKA K. MacWILLIAMS
Notary Public, Fulton County, Georgia
My Commission Expires March 18, 2008

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